

TRACT 34342 - WITHDRAWN

**TRACT 34343 - STATE AGENCY - Terrebonne Parish, Louisiana**

The State Mineral Board acting on behalf of the Terrebonne Parish School Board, pursuant to Resolution adopted by that body and in accordance with Louisiana Revised Statutes 30:121-136 and 151-156, as amended, and Article 12, Section 18 of the Louisiana Constitution of 1921, as amended, which by Section 16 (A) 9, and 16 (B) of Article XIV of the 1974 Constitution is continued as a statute subject to arrangement in proper statutory form or modification provided by law, advertises the following described lands not under mineral lease on March 13, 2002: Beginning at a point having Coordinates of X = 2,176,675.72 and Y = 317,745.33, being the intersection of the West line of Section 16, Township 18 South, Range 17 East and the KBR RA SUA Unit, created by Office of Conservation Order # 429-H-1 dated June 24, 1998, but effective June 2, 1998; thence Northeasterly along the KBR RA SUA Unit line having a curve data of Delta = 15 Degrees 05 minutes 48 seconds, Radius = 2,821.75 feet, Arc = 743.50 feet, Tangent = 373.91 feet, Chord = North 88 degrees 14 minutes 23 seconds East 741.35 feet to a point; thence Northeasterly along the KBR RA SUA Unit line having curve data of Delta = 38 degrees 42 minutes 15 seconds, Radius = 2,907.75 feet, Arc = 1,964.23 feet, Tangent = 1,021.25 feet, Chord = North 65 degrees 33 minutes 48 seconds East 1,927.10 feet to a point having Coordinates of X = 2,179,116.5978 and Y = 318,557.7949; thence South 4,028.42 feet to a point having Coordinates of X = 2,179,204.75 and Y = 314,530.34; thence West along the South line of Section 16, Township 18 South, Range 17 East, a distance of 149.17 feet to a point having Coordinates of X = 2,179,050.82 and Y = 314,532.32, being the intersection of the South line of Section 16, Township 18 South, Range 17 East, and the East line of the HLYWD RASUA unit, created by Office of Conservation Order # 429-G dated November 5, 1979, but effective September 19, 1979; thence Northeasterly along the East line of the HLYWD RA SUA Unit North 43 degrees 21 minutes 16 seconds East a distance of 161.99 feet to a point having Coordinates of X = 2,179,166.82 and Y = 314,645.18; thence Northwesterly along the HLWYD RA SUA unit line having curve data of Delta = 23 degrees 36 minutes 38 seconds, Radius = 3,405.38 feet, Arc = 1,403.30 feet, Tangent = 711.75 feet, Chord = North 66 degrees 52 minutes 22 seconds West 1,393.39 feet to a point Northwesterly along the HLYWD RA SUA Unit line having curve data of Delta = 07 degrees 23 minutes 35 seconds, Radius = 5,208.71 feet, Arc = 672.11 feet, Tangent = 336.52 feet, Chord = North 55 degrees 35 minutes 06 seconds West 671.64 feet to a point having Coordinates of X = 2,177,385.92 and Y = 315,579.60; thence Southwesterly along the West line HLYWD RA SUA Unit South 42 degrees 00 minutes 09 seconds West a distance of 994.66 feet to a point having Coordinates of X = 2,176,720.33 and Y = 314,840.45, being the intersection of the West line of the HLYWD RA SUA Unit and the West line of Section 16, Township 18 South, Range 17 East; thence North a distance of 2,905 feet to the point of beginning, excluding beds and bottoms of all navigable waters located in said section, containing approximately **167.08 acres**, as shown outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources, as provided by the applicant. All bearings, distances and coordinates are based on Louisiana Coordinate System of 1927 (South Zone).

NOTE: The above description of the tract nominated for lease has been provided exclusively by the party nominating the tract for lease. The Louisiana State Mineral Board makes no representation as to the accuracy of the description of the nominated tract or its suitability for lease. The Louisiana State Mineral Board has made no inspection of the nominated tract for the existence of conflicting leases, operating agreements, private claims or other existing or future obligations or conditions which may affect all or any portion of the nominated tract or its suitability for lease.

Maps depicting the nominated tract, containing the bearings, distances and coordinates of the nominated tract based on the Louisiana Coordinate System of 1927, North or South Zone, as applicable, are available for public inspection and review at the offices of the Louisiana State Mineral Board from 10:00 a.m. to 3:00 p.m. Monday - Friday.

In the event of conflict between the description of the nominated tract set forth above and the description of the nominated property as contained on the maps maintained at the offices of the Louisiana State Mineral Board, the Louisiana State Mineral Board maps shall prevail and shall provide the final property description of the lease to be awarded of the nominated tract.

Any mineral lease of the nominated tract by the Louisiana State Mineral Board shall be without warranty of any kind, either express, implied, or statutory, including, but not limited to, the implied warranties or merchantability and fitness for a particular purpose. Should the mineral lease of the nominated tract awarded by the Louisiana State Mineral Board be subsequently modified, cancelled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other existing of future obligations or conditions which may affect all or any portion of the leased tract, it shall not relieve the Lessee of the obligation to pay any bonus due thereon to the Louisiana State Mineral Board, nor shall the Louisiana State Mineral Board be obligated to refund any consideration paid by the Lessee prior to such modification, cancellation, or abrogation, including, but not limited to, bonuses, rents and royalties.

NOTE: A royalty payment less than twenty-five percent (25%) for an oil, gas and/or other liquid or gaseous hydrocarbon mineral lease for the above mentioned parcel of land will not be acceptable to the Terrebonne Parish School Board.

NOTE: The lease shall contain a Favored Nations Clause as follows: It is understood and agreed that if Lessee(s) or its successor or assigns enters into and consummates an agreement to acquire, and does acquire, the oil and gas rights from owners or holders of a mineral interest in land exceeding ten (10) contiguous acres in area and located within one (1) mile of the external boundaries of this Lease during a period of time commencing 180 days prior to the date of this lease and ending (a) ninety (90) days after the completion of a producing well on the leased premises or within one mile of the external boundary of the leased premises, or (b) the end of the primary term, whichever occurs first (hereinafter "Third Party Lease"), then it is agreed that Lessor(s) herein shall be entitled

to the same bonus, and/or rental and/or royalty as is paid to any other mineral owner under a Third Party Lease which is higher than the bonus, and/or rental and/or royalty (each to be compared individually and not collectively) paid or to be paid to the Lessor(s) in accordance with those terms contained in this Lease. It is the intent of this Favored Nations Clause to ensure and require that Lessor(s) receives a bonus and/or rental and/or royalty that is commensurate with the highest of any bonus, rental or royalty which is paid by Lessee or its successors under any Third Party Lease, irrespective of whether some or all of said terms of the Third Party Lease may be less favorable than those provided in the Lease. Rather, Lessor(s) may obtain the benefit of some or all of those terms under the Third Party Lease which Lessor(s), in its sole discretion, deems more favorable.

Within sixty (60) days of acquiring a Third Party Lease, Lessee shall notify Lessor(s) in writing of each such lease and the terms thereof. At the option of Lessor(s), Lessee shall have thirty (30) days after receipt of such notice within which to execute a lease amendment, retroactive to the date of this Lease, in which Lessor(s) and Lessee agree to any higher bonus and/or rental and/or royalty contained in a Third Party Lease. Lessee agrees to pay Lessor(s) any higher bonus and/or rental and/or royalty contained in a Third Party Lease. Lessee agrees to pay Lessor(s) any higher bonus and/or rental and/or royalty, retroactive to the date of this Lease, within thirty (30) days after the execution of the lease amendment, but in no event later than 45 days after Lessor(s) receipt of Lessee's notice of the Third Party Lease.

NOTE: Paragraph 8 of the State Lease form used by the Terrebonne Parish School Board, to lease oil, gas and other mineral rights be amended to include the following provisions: "The failure of the Lessee to submit to the Lessor(s), at the office of the Terrebonne Parish School Board, for approval, the document intended to transfer, sublease, or assign any right or obligation of the Lessee under this lease, within sixty (60) days after the effective date of any such transfer, sublease or assignment, shall subject the Lessee to pay to the Lessor(s) any damages the Lessor(s) may suffer, but in no event shall such damages be deemed to be less than \$100.00 per day for each day the Lessee fails to submit any such document to the Lessor(s) for approval."

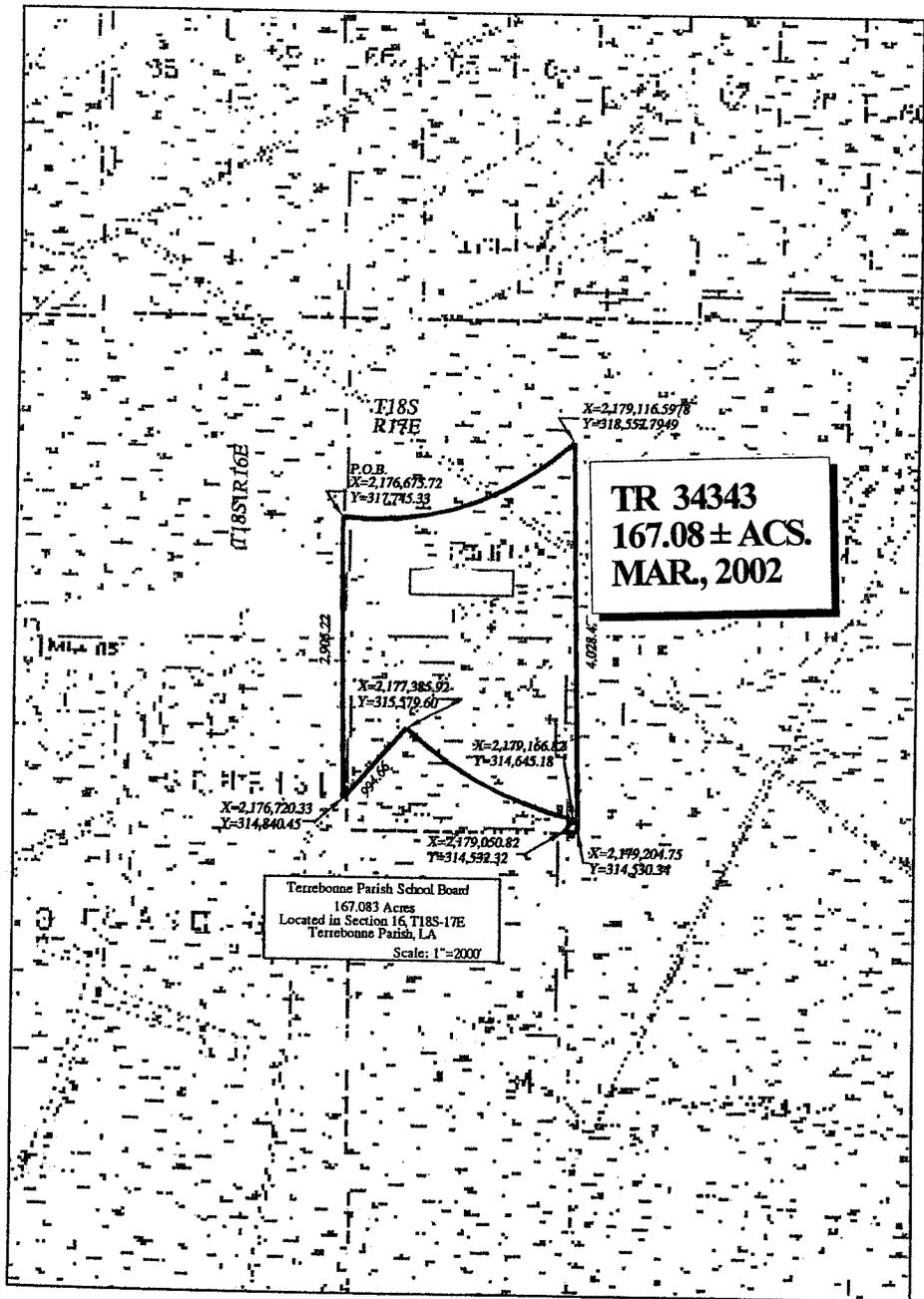
NOTE: Paragraph 5 (a) of the State Lease form used by the Terrebonne Parish School Board to lease oil, gas and other mineral rights be amended to read as follows: "In lieu of commencing operations for an offset well as above provided, Lessee may, at Lessee's option, commence compensatory payments equal to the royalties herein provided, computed on one-half ( $\frac{1}{2}$ ) of the oil, gas or other liquid or gaseous mineral produced by the well in question on and after the date operations would have otherwise been commenced, value to be determined in accordance with the provisions of Article 6 of this lease. Such payments may be commenced on or before sixty (60) days after the date operations would otherwise have been commenced, but shall include compensatory payments accrued from the date of initial production of the well in question. Thereafter, payments shall

be due monthly in accordance with Article 6 (g). Lessee shall not be in default in either commencing compensatory payments or in making further payments as above provide if despite due diligence Lessee is unable timely to obtain the production information on which such payments are to be based. In any such case, however, Lessee must on or before the due date of the payments, notify the Board in writing of Lessee's inability to make such payment, the reason therefor, and Lessee's intent to make such payment at the earliest reasonable time. Compensatory payments may be continued, at Lessee's discretion, for not more than one year from the date on which offset operations would otherwise have been commenced. At the end of that time, or within thirty (30) days from the end of any lesser period for which payments are made, Lessee shall comply with this offset obligation if the producing well continues to produce in paying quantities or to produce its allowable and the other conditions making this obligation operative are existent. The right to make compensatory payments is intended to permit Lessee to evaluate further the producing well, and the making of such payments shall not of itself be sufficient to maintain this lease if the lease is not otherwise being maintained in force and effect; however, the making of any such payments shall not prejudice Lessee's right to rebut any of the above enumerated presumptions.

NOTE: The State of Louisiana does hereby reserve, and this lease shall be subject to, the imprescriptible right of surface use in the nature of a servitude in favor of the Department of Natural Resources, including its Offices and Commissions, for the sole purpose of implementing, constructing, servicing and maintaining approved coastal zone management and/or restoration projects. Utilization of any and all rights derived under this lease by the mineral lessee, its agents, successors or assigns, shall not interfere with nor hinder the reasonable surface use by the Department of Natural Resources, its Offices or Commissions, as hereinabove reserved.

Applicant: Lee Sonnier, III to Agency and by Resolution from the Terrebonne Parish School Board authorizing the Mineral Board to act in its behalf.

Bidder	Cash Payment	Price / Acre	Rental	Oil	Gas	Other



**TRACT 34344 - STATE AGENCY - Lafourche Parish, Louisiana**

The State Mineral Board acting on behalf of the Lafourche Parish School Board, pursuant to Resolution adopted by that body and in accordance with Louisiana Revised Statutes 30:121-136 and 151-156, as amended, and Article 12, Section 18 of the Louisiana Constitution of 1921, as amended, which by Section 16 (A) 9, and 16 (B) of Article XIV of the 1974 Constitution is continued as a statute subject to arrangement in proper statutory form or modification provided by law, advertises the following described lands not under mineral lease on March 13, 2002: All of Section 16, Township 20 South, Range 21 East, Lafourche Parish, Louisiana, excluding beds and bottoms of all navigable waters located in said Section, excluding beds and bottoms of all navigable waters located in said section, containing approximately **599.76 acres**, as shown outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources, as provided by the applicant. All bearings, distances and coordinates are based on Louisiana Coordinate System of 1927 (South Zone).

NOTE: The above description of the tract nominated for lease has been provided exclusively by the party nominating the tract for lease. The Louisiana State Mineral Board makes no representation as to the accuracy of the description of the nominated tract or its suitability for lease. The Louisiana State Mineral Board has made no inspection of the nominated tract for the existence of conflicting leases, operating agreements, private claims or other existing or future obligations or conditions which may affect all or any portion of the nominated tract or its suitability for lease.

Maps depicting the nominated tract, containing the bearings, distances and coordinates of the nominated tract based on the Louisiana Coordinate System of 1927, North or South Zone, as applicable, are available for public inspection and review at the offices of the Louisiana State Mineral Board from 10:00 a.m. to 3:00 p.m. Monday - Friday.

In the event of conflict between the description of the nominated tract set forth above and the description of the nominated property as contained on the maps maintained at the offices of the Louisiana State Mineral Board, the Louisiana State Mineral Board maps shall prevail and shall provide the final property description of the lease to be awarded of the nominated tract.

Any mineral lease of the nominated tract by the Louisiana State Mineral Board shall be without warranty of any kind, either express, implied, or statutory, including, but not limited to, the implied warranties or merchantability and fitness for a particular purpose. Should the mineral lease of the nominated tract awarded by the Louisiana State Mineral Board be subsequently modified, cancelled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other existing of future obligations or conditions which may affect all or any portion of the leased tract, it shall not relieve the Lessee of the obligation to pay any bonus due thereon to the Louisiana State Mineral Board, nor shall the Louisiana State Mineral Board be obligated to refund any consideration paid by the Lessee prior to such modification, cancellation, or abrogation, including, but not limited to, bonuses, rents and royalties.

NOTE: Lessor will accept not less than one-fourth royalties on all minerals.

NOTE: Lessor will require all royalties to be paid on "current market value" for all hydrocarbons.

NOTE: The Lessee shall conduct its operations in such a manner as to reasonably minimize any interference with or disruption of Lessor's use of the surface of the leased property or its use by Lessor's Lessees of hunting, trapping and/or pasturage rights.

NOTE: The above tract is located in or near an oyster restricted area and all operations in such area must be conducted in strict conformity with the stipulations and/or regulations of the Louisiana Department of Wildlife and Fisheries.

NOTE: The State of Louisiana does hereby reserve, and this lease shall be subject to, the imprescriptible right of surface use in the nature of a servitude in favor of the Department of Natural Resources, including its Offices and Commissions, for the sole purpose of implementing, constructing, servicing and maintaining approved coastal zone management and/or restoration projects. Utilization of any and all rights derived under this lease by the mineral lessee, its agents, successors or assigns, shall not interfere with nor hinder the reasonable surface use by the Department of Natural Resources, its Offices or Commissions, as hereinabove reserved.

Applicant: Leslie L. Moore to Agency and by Resolution from the Lafourche Parish School Board authorizing the Mineral Board to act in its behalf.

Bidder	Cash Payment	Price / Acre	Rental	Oil	Gas	Other



**TRACT 34345 - STATE AGENCY - Plaquemines Parish, Louisiana**

The State Mineral Board acting on behalf of the Plaquemines Parish School Board, pursuant to Resolution adopted by that body and in accordance with Louisiana Revised Statutes 30:121-136 and 151-156, as amended, and Article 12, Section 18 of the Louisiana Constitution of 1921, as amended, which by Section 16 (A) 9, and 16 (B) of Article XIV of the 1974 Constitution is continued as a statute subject to arrangement in proper statutory form or modification provided by law, advertises the following described lands not under mineral lease on March 13, 2002: A certain tract of land situated in Section 16, Township 20 South Range 19 East, Plaquemines Parish, Louisiana, described as follows: Beginning at a point having Coordinates of X = 2,662,454.11 and Y = 235,642.30; thence South 01 degrees 00 minutes 20 seconds East 1,628.12 feet to a point having Coordinates of X = 2,662,482.68 and Y = 234,014.43; thence South 89 degrees 03 minutes 19 seconds West 900.00 feet to a point having Coordinates of X = 2,661,582.80 and Y = 233,999.59; thence North 37 degrees 55 minutes 47 seconds West 2,035.40 feet to a point having Coordinates of X = 2,660,331.65 and Y = 235,605.05; thence North 88 degrees 59 minutes 40 seconds East 2,122.78 feet to the point of beginning, excluding beds and bottoms of all navigable waters located in said section, containing approximately **56.5 acres**, as shown outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources, as provided by the applicant. All bearings, distances and coordinates are based on Louisiana Coordinate System of 1927 (South Zone).

NOTE: The above description of the tract nominated for lease has been provided exclusively by the party nominating the tract for lease. The Louisiana State Mineral Board makes no representation as to the accuracy of the description of the nominated tract or its suitability for lease. The Louisiana State Mineral Board has made no inspection of the nominated tract for the existence of conflicting leases, operating agreements, private claims or other existing or future obligations or conditions which may affect all or any portion of the nominated tract or its suitability for lease.

Maps depicting the nominated tract, containing the bearings, distances and coordinates of the nominated tract based on the Louisiana Coordinate System of 1927, North or South Zone, as applicable, are available for public inspection and review at the offices of the Louisiana State Mineral Board from 10:00 a.m. to 3:00 p.m. Monday - Friday.

In the event of conflict between the description of the nominated tract set forth above and the description of the nominated property as contained on the maps maintained at the offices of the Louisiana State Mineral Board, the Louisiana State Mineral Board maps shall prevail and shall provide the final property description of the lease to be awarded of the nominated tract.

Any mineral lease of the nominated tract by the Louisiana State Mineral Board shall be without warranty of any kind, either express, implied, or statutory, including, but not limited to, the implied warranties or merchantability and fitness for a particular purpose. Should the mineral lease of the nominated tract awarded by the Louisiana State Mineral Board